

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS AND CONDITIONS; NO ADDITIONAL TERMS; ORDER ACKNOWLEDGEMENT. No quotation or purchase order for vehicles, equipment, parts, or services (collectively "Equipment") sold by Kaiser Premier LLC or any subsidiary, affiliate, or related entity (collectively, "Kaiser") shall be deemed accepted by Kaiser until Kaiser issues an Order Acknowledgement to, or otherwise accepts an order from, (each, an "Order Acknowledgement") the purchaser (the "Buyer") stating the terms upon which Kaiser will sell Equipment to Buyer. Any sales of Equipment, as well as any quotation or other offer by Kaiser is expressly conditioned upon the acceptance of these Terms and Conditions of Sale and the Order Acknowledgement, as they may be modified or supplemented in a writing executed by an authorized officer of Kaiser (collectively, these "Terms and Conditions"). These Terms and Conditions govern all transactions between Kaiser and the Buyer, and no additional or different terms and conditions will be binding upon Kaiser. Kaiser objects to and rejects any proposal, acceptance or agreement provided by Buyer that includes different or additional terms that vary from these Terms and Conditions.

DELIVERY; RISK OF LOSS; TITLE. Kaiser shall deliver the Equipment ordered by Buyer to Kaiser's manufacturing facility in Fort Morgan, Colorado (the "Delivery Point") using Kaiser's standard methods for delivery of such Equipment unless otherwise specifically stated in the applicable Order Acknowledgement. The Products shall be delivered Ex Works, Incoterms 2020®, at the Delivery Point. Risk of loss passes to Buyer upon delivery of Equipment at the Delivery Point. Title passes to Buyer upon Buyer taking possession of the Equipment. The Equipment will be delivered within a reasonable time after issuance of the Order Acknowledgement, subject to availability of finished Equipment and Kaiser's delivery schedule; Kaiser shall not be liable for delays in delivering the Equipment. Kaiser shall not be liable for any delays, loss, or damage in transit unless otherwise stated in the Order Acknowledgement. If for any reason Buyer fails to accept delivery of any of the Equipment on the date fixed pursuant to Kaiser's notice that the Equipment has been delivered at the Delivery Point, or if Kaiser is unable to deliver the Equipment at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Equipment shall pass to Buyer; (ii) the Equipment shall be deemed to have been delivered to Buyer; and (iii) Kaiser, at its option, may store the Equipment until Buyer picks it up and Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

SECURITY INTEREST. As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Kaiser a lien on and security interest in the Equipment and any proceeds therefrom. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code. Kaiser shall have the right to repossess without court order, all Equipment and Proceeds (as defined in the Colorado Uniform Commercial Code) for which payment in full has not been timely received. Buyer expressly authorizes Kaiser to file a financing statement with the appropriate governmental authority to perfect this security interest. Buyer agrees to pay costs and expenses, including attorney's fees resulting from actions taken to repossess Equipment.

BUYER'S RESPONSIBILITY — INSURANCE AND TAGS. Buyer acknowledges that unless prohibited by applicable law or otherwise stated in the Order Acknowledgement, any insurance coverage, license, tags, plates or registration maintained by Kaiser on the Equipment shall be canceled upon delivery of the Equipment to Buyer at the Delivery Point.

PAYMENT TERMS; DOWN PAYMENT. Buyer shall pay all invoiced amounts due to Kaiser in accordance with the terms of the Order Acknowledgement. Buyer shall make all payments in US dollars in immediately available funds or as specified in the Order Acknowledgement. If not otherwise stated in the Order Acknowledgement, all invoiced amounts shall be due upon receipt of the invoice. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed on any amounts payable by Buyer unless otherwise specified in the Order Acknowledgement. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Kaiser. If Kaiser requires a down payment in connection with any order of Equipment, Buyer shall pay such down payment to Kaiser upon Kaiser's issuance of the Order Acknowledgement to Buyer. Any down payment will be credited by Kaiser to the purchase price of the applicable Equipment upon delivery of the Equipment to Buyer at the Delivery Point. Except as specified in the applicable Order Acknowledgement, Buyer shall forfeit, and Kaiser shall have the right to retain Buyer's down payment upon Buyer's cancellation of the applicable Equipment order. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Kaiser for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Kaiser does not waive by the exercise of any rights hereunder), Kaiser shall be entitled to suspend the delivery of any Equipment if Buyer fails to pay any amounts when due hereunder.

FORCE MAJEURE. If Kaiser shall be unable to perform hereunder by reason of the occurrence of any contingency beyond its control, or if such performance has been made commercially impracticable for any reason, performance shall be excused and Kaiser shall not be liable therefore. Contingencies beyond Kaiser's control include but are not limited to, acts of God, fires, floods, pandemics, epidemics, wars, civil commotion, sabotage, accidents, labor disputes or shortages, government laws, ordinances, rules, and regulations including, but not limited to, import or export prohibitions or limitations, priorities, requisitions, allocations and price control restrictions and inability to obtain material, equipment, or transportation. If such contingency or commercial impracticability results in curtailment or suspension of Kaiser's supply of equipment, deliveries may at Kaiser's option be cancelled or may be allocated among its customers as Kaiser may deem fair and reasonable.

LIMITED WARRANTY; DISCLAIMER OF WARRANTY. Equipment sold by Kaiser to Buyer is subject to the applicable Kaiser Premier Limited Warranty (the "Kaiser Warranty") delivered to Buyer or available on Kaiser Premier's Web site at www.kaiserpremier.com. Buyer's sole and exclusive remedy for breach of warranty is limited to the terms and remedies set forth in the Kaiser Warranty. THE KAISER WARRANTY CONSTITUTES KAISER'S EXCLUSIVE OBLIGATION AND KAISER MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. THE REMEDIES SET FORTH IN THE KAISER WARRANTY ARE THE SOLE REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF KAISER. IT IS EXPRESSLY AGREED THAT THE KAISER WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE.

THIRD-PARTY PRODUCTS. Products manufactured by a third party ("Third Party Products") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Equipment. Third-Party Products are not covered by the Kaiser Warranty. For the avoidance of doubt,

KAISER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

LIMITATION OF LIABILITY. KAISER SHALL HAVE NO LIABILITY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR PENAL DAMAGES, WHETHER DAMAGES ARISE OUT OF OR ARE AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KAISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KAISER'S TOTAL LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WHICH GAVE RISE TO SUCH LIABILITY.

TERMINATION FOR BREACH. In addition to any remedies that may be provided in these Terms and Conditions or any related agreements or documents, Kaiser, at its option, may suspend or terminate these Terms and Conditions (including, without limitation, any obligation to deliver Equipment) with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and Conditions; (ii) has not otherwise performed or complied with any of these terms of these Terms and Conditions, and such failure continues for five (5) days after receiving notice of such failure; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Kaiser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Kaiser to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is confidential, solely for use in connection with the Equipment and may not be disclosed or copied unless authorized by Kaiser in writing. Kaiser shall be entitled to injunctive relief for any violation of this section. This section shall not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party who is not under any obligation of confidentiality to Kaiser.

KAISER'S INTELLECTUAL PROPERTY. Buyer acknowledges and agrees that any and all Kaiser's intellectual property rights (the "Rights") are the sole and exclusive property of Kaiser or its licensors, and Buyer shall use the Rights solely for purposes of using the Equipment and only in accordance with these Terms and Conditions. Buyer shall not (i) take any action that interferes with any of the Rights; (ii) challenge or misappropriate any right, title or interest of Kaiser in or to the Rights; (iii) make any claim or take any action adverse to Kaiser's ownership of the Rights; (iv) register or apply for registrations, anywhere in the world, for Kaiser's trademarks or that incorporates Kaiser's trademarks; or (v) alter, obscure or remove any Kaiser's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Equipment, marketing materials or other materials that Kaiser may provide.

INDEMNIFICATION. Buyer shall indemnify, defend and hold harmless Kaiser and its officers, directors, managers, members, employees, agents, affiliates, successors and permitted assigns (collectively, the "Kaiser Indemnified Parties") against any and all damages including, without limitation, reasonable

attorneys' fees, incurred by a Kaiser Indemnified Party, relating to/arising out of or resulting from any claim of a third party occurring in connection with the Equipment (unless such claim is as a result of Kaiser's violation of the Kaiser Warranty), or Buyer's gross negligence, willful misconduct or breach of these Terms and Conditions.

LAWS; REGULATIONS. Buyer shall comply with all applicable laws, regulations and ordinances and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to use the Equipment. Buyer shall comply with all export and import laws of all countries involved in the sale of the Equipment under these Terms and Conditions or any resale of the Equipment by Buyer. Buyer assumes all responsibility for shipments of Equipment requiring any government export or import clearance.

MISCELLANEOUS. Buyer may not assign or delegate any of its rights or obligations under these Terms and Conditions without the prior written consent of Kaiser. The relationship between the parties is that of independent contractors. Kaiser's failure to enforce any provision of these Terms and Conditions will not be construed as a waiver of such provision nor affect the validity of these Terms and Conditions or Kaiser's right to enforce any provision thereafter. Each provision of these Terms and Conditions is severable and if any provision will be finally determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions will not be affected thereby. No amendment, waiver, modification of these Terms and Conditions shall be valid unless in writing signed by both parties; provided, however, Kaiser may modify these Terms and Conditions for future orders of Equipment upon notice to Buyer or may provide new or additional terms and conditions in connection with such future orders. Kaiser's rights under these Terms and Conditions are in addition to, and not in lieu of, any other remedies available under the Uniform Commercial Code, at law or in equity. These Terms and Conditions are governed by and subject to the laws of the state of Colorado without regard to conflict of law principles. The District Court of the City and County of Denver, State of Colorado, shall have exclusive jurisdiction and shall be the exclusive venue for any and all controversies and claims arising out of or relating to these Terms and Conditions.

Accepted and Agreed by:

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____